

BEGINNING at a stone planted in the middle of the public road leading from Emmitsburg to Creagerstown, near Loys Station, Western Maryland Railroad, said point being 137.5 feet from the beginning of the whole tract, of which the parcel intended to be conveyed is a part and running thence with the first line of the deed dated on the 23rd day of August, 1946, from Harry E. Krise, widower, unto Paul Bowness and Eleanor M. Bowness, his wife, and recorded in Liber No. 455, Folio 567, one of the Land Records of Frederick County, Maryland, south  $65\frac{1}{4}^{\circ}$  east 110 feet to a planted stone; thence north  $21^{\circ}$  east 8 perches to a planted stone; thence north  $65\frac{1}{4}^{\circ}$  west 110 feet to a planted stone; thence by a line of division now made south  $21^{\circ}$  west 8 perches to the place of beginning, containing .33 acre, more or less.

BEING all and the same real estate which was conveyed unto Lloyd M. Shultz and Mary A. Shultz, his wife, by deed bearing even date herewith and intended to be recorded immediately prior hereto among the Land Records of Frederick County, Maryland.

The said mortgagor hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein, free of all liens and encumbrances, except for this mortgage, and also covenants to execute such further assurances as may be requisite.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, or said mortgagor's heirs, executors, administrators or assigns, shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on said mortgagor's part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in the payment of the mortgage aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Richard E. Zimmerman, Agent, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in ~~Hagerstown~~ Frederick, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale shall be applied first, to the payment of all expenses incident to such sale, including taxes, and the usual equity commissions to the party selling or making said sale, and a counsel fee of Fifty dollars (\$50.00); secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor, or said mortgagor's personal representatives, heirs or assigns, and in the event mortgage foreclosure proceedings are instituted under the foregoing power of sale, and sale of the property shall have been advertised, and the mortgage debt and accrued costs are paid and satisfied before sale, one-half the above counsel fees and one-half said commissions shall be allowed and paid by the mortgagor, or said mortgagor's personal representatives, heirs or assigns.

AND the said mortgagor, further covenants to insure forthwith, by fire and extended coverage insurance and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least the amount of the aforesaid indebtedness secured by this mortgage and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the mortgagee, its successors or assigns to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.